TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM858151

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PHREESIA, INC.		12/04/2023	Corporation: DELAWARE
ACCESS EFORMS, LLC		12/04/2023	Limited Liability Company: TEXAS
MEDIFIND, INC.		12/04/2023	Corporation: DELAWARE
INSIGNIA HEALTH, LLC		12/04/2023	Limited Liability Company: OREGON

RECEIVING PARTY DATA

Name:	CAPITAL ONE, NATIONAL ASSOCIATION, AS AGENT		
Street Address:	2 Bethesda Metro Center, 7th Floor		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	national banking association - USA: UNITED STATES		

PROPERTY NUMBERS Total: 30

900818482

Property Type	Number	Word Mark		
Registration Number:	6933477	3D ECONSENT		
Registration Number:	6933476	ACCESS		
Registration Number:	4069363	ACCESS EFM		
Registration Number:	4069364	ACCESS ENTERPRISE FORMS MANAGEMENT		
Registration Number:	3719299	COACHING FOR ACTIVATION		
Registration Number:	4069362	EFM		
Registration Number:	3837718	FLOURISH		
Registration Number:	2205572	FORMATTA		
Registration Number:	3719292	INSIGNIA HEALTH		
Registration Number:	6181600	MEDIFIND		
Registration Number:	5577545	MOTIVATIONAL INDEXING		
Registration Number:	5577544	MOTIVATIONAL INDEXING		
Registration Number:	3755291	PAM		
Registration Number:	3755292	PATIENT ACTIVATION MEASURE		
Registration Number:	2207103	PFF		
	•	TDADEMADK		

TRADEMARK

REEL: 008277 FRAME: 0381

Property Type	Number	Word Mark
Registration Number:	4702650	PHREESIA
Registration Number:	4702648	PHREESIA
Registration Number:	3491250	PHREESIA
Registration Number:	3491251	PHREESIA
Registration Number:	6737366	PHREESIA
Registration Number:	6737386	PHREESIA
Registration Number:	7110961	PHREESIA LIFE SCIENCES
Registration Number:	7110960	PHREESIA LIFE SCIENCES
Registration Number:	6737791	
Registration Number:	3719293	
Serial Number:	97751910	DEVICE ANXIETY
Serial Number:	97566994	FOCUS
Serial Number:	97566975	FOCUS DESIGN STUDIO
Serial Number:	97566901	IKE DESIGN STUDIO
Serial Number:	97566962	IKE WORKFLOW ENGINE

CORRESPONDENCE DATA

Fax Number: 4045228409

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

 Phone:
 4044205527

 Email:
 rjk@phrd.com

Correspondent Name: Rhonda J. Kenyeri, Paralegal **Address Line 1:** 303 Peachtree Street, Suite 3600

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Douglas A. Nail
SIGNATURE:	/DAN/
DATE SIGNED:	12/04/2023

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 4, 2023, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of CAPITAL ONE, NATIONAL ASSOCIATION ("Capital One"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 1, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among each "Borrower" that is a party thereto, Phreesia, Inc., as Borrower Representative, each other "Credit Party" that is a party thereto, the Lenders, L/C Issuers and other Secured Parties that are party thereto, and Agent, the Secured Parties have severally agreed to make extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein:

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as amended, restated or supplemented from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of Grantors are party to the Guaranty and Security Agreement pursuant to which Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Agent and the other Secured Parties to enter into the Credit Agreement and to the Secured Parties to make their respective extensions of credit to Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

- **Section 1. Defined Terms**. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
- **Section 2. Grant of Security Interest in Trademark Collateral**. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):
 - (a) all of its Domestic Trademark Filings referred to on Schedule 1 hereto;
 - (b) all renewals and extensions of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
 - (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

- **Section 3. Guaranty and Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- **Section 4. Grantor Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.
- **Section 5. Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- **Section 6. Governing Law**. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without giving effect to conflict of laws principles other than section 5-1401 and 5-1402 of New York General Obligations Law.

[Remainder of page intentionally left blank; signatures appear on the following pages]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

PHREESIA, INC.

By: Balaji Gandhi

Title: Chief Financial Officer

ACCESS EFORMS, LLC

Name: Balaji Gandhi

Title: Chief Financial Officer and Vice President

MEDIFIND, INC.

Name: Balaji Gandhi

Title: Chief Financial Officer and Vice President

INSIGNIA HEALTH; LLC

Title: Authorized Signatory

[Signatures continue on the following page]

ACCEPTED AND AGREED as of the date first above written.

CAPITAL ONE, NATIONAL ASSOCIATION, as Agent

By Alice Tse
Title. Its Duly Authorized Signatory

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

United States (USPTO)	United States (USPTO)	United States (USPTO)	IP Office
ACCESS EFM	ACCESS	3D ECONSENT	Matter Title
Access EFM	ACCESS	3D ECONSENT	Image
85027083	90827919	90827959	Application Number
4069363	6933476	6933477	Registration Number
04/30/2010	07/14/2021	07/14/2021	App. Date/Filing Date
12/13/2011	12/27/2022	12/27/2022	Reg. Date/Issue Date
ACCESS EFORMS, LLC	ACCESS EFORMS, LLC	ACCESS EFORMS, LLC	Owners (Current)

United States (USPTO)	United States (USPTO)	United States (USPTO)	IP Office
EFM	COACHING FOR ACTIVATION	ACCESS ENTERPRISE FORMS MANAGEMENT	Matter Title
EFM	KOREKALOW NOA DWIHOPGO	Access Enterprise Forms Management	Image
85027035	77407709	85027107	Application Number
4069362	3719299	4069364	Registration Number
04/30/2010	02/27/2008	04/30/2010	App. Date/Filing Date
12/13/2011	12/01/2009	12/13/2011	Reg. Date/Issue Date
ACCESS EFORMS, LLC	Insignia Health, LLC	ACCESS EFORMS, LLC	Owners (Current)

United States (USPTO)	United States (USPTO)	United States (USPTO)	United States (USPTO)	IP Office
MEDIFIND	INSIGNIA HEALTH	FORMATTA	FLOURISH	Matter Title
MEDIFIND	HITVƏH VINDISNI	FORMATTA	FLOURISH	Image
88739705	77406527	75366374	77918382	Application Number
6181600	3719292	2205572	3837718	Registration Number
12/26/2019	02/26/2008	10/01/1997	01/22/2010	App. Date/Filing Date
10/20/2020	12/01/2009	11/24/1998	08/24/2010	Reg. Date/Issue Date
MEDIFIND, INC.	Insignia Health, LLC	ACCESS EFORMS, LLC	Insignia Health, LLC	Owners (Current)

United States (USPTO)	United States (USPTO)	United States (USPTO)	United States (USPTO)	IP Office
PATIENT ACTIVATION MEASURE	PAM	MOTIVATIONAL INDEXING	MOTIVATIONAL INDEXING	Matter Title
PATRNI ACHVATKON MHASURE	PAM	MOTIVATIONAL INDEXING	MOTIVATIONAL INDEXING	Image
77407707	77407705	87641390	87641448	Application Number
3755292	3755291	5577544	5577545	Registration Number
02/27/2008	02/27/2008	10/11/2017	10/11/2017	App. Date/Filing Date
03/02/2010	03/02/2010	10/02/2018	10/02/2018	Reg. Date/Issue Date
Insignia Health, LLC	Insignia Health, LLC	PHREESIA, INC.	PHREESIA, INC.	Owners (Current)

United States (USPTO)	United States (USPTO)	United States (USPTO)	IP Office
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PHREESIA	PHREESIA	PFF	Matter Title
Phreesia) Phreesia	PFF	Image
86246975	86247160	75366516	Application Number
4702648	4702650	2207103	Registration Number
04/09/2014	04/09/2014	10/01/1997	App. Date/Filing Date
03/17/2015	03/17/2015	12/01/1998	Reg. Date/Issue Date
Phreesia, Inc.	Phreesia, Inc.	ACCESS EFORMS, LLC	Owners (Current)

United States (USPTO)	United States (USPTO)	United States (USPTO)	United States (USPTO)	IP Office
PHREESIA and Design	PHREESIA	PHREESIA	PHREESIA	Matter Title
Phreesia	PHREESIA	% Phreesia	Phreesia	Image
90721353	90721268	77201118	77201066	Application Number
6737386	6737366	3491251	3491250	Registration Number
05/19/2021	05/19/2021	06/08/2007	06/08/2007	App. Date/Filing Date
05/24/2022	05/24/2022	08/26/2008	08/26/2008	Reg. Date/Issue Date
Phreesia, Inc.	Phreesia, Inc.	Phreesia, Inc.	Phreesia, Inc.	Owners (Current)

United States (USPTO)	United States (USPTO)	United States (USPTO)	IP Office
Phressia Circle Orange	PHREESIA LIFE SCIENCES	PHREESIA LIFE SCIENCES	Matter Title
	Phreesia Phreesia		Image
90723354	97338209	97338242	Application Number
6737791	7110960	7110961	Registration Number
05/20/2021	03/30/2022	03/30/2022	App. Date/Filing Date
05/24/2022	07/18/2023	07/18/2023	Reg. Date/Issue Date
Phreesia, Inc.	Phreesia, Inc.	Phreesia, Inc.	Owners (Current)

United States (USPTO)	IP Office	2.	United States (USPTO)	IP Office
DEVICE ANXIETY	Matter Title	TRADEMARK APPLICATIONS		Matter Title
DEVICE ANXIETY	Image	PLICATIONS		Image
97751910	Application Number		77406535	Application Number
	Registration Number		3719293	Registration Number
01/12/2023	App. Date/Filing Date		02/26/2008	App. Date/Filing Date
	Reg. Date/Issue Date		12/01/2009	Reg. Date/Issue Date
ACCESS EFORMS, LLC	Owners (Current)		Insignia Health, LLC	Owners (Current)

<u> </u>	<u> </u>	<u> </u>	<u> </u>	IP
United States (USPTO)	United States (USPTO)	United States (USPTO)	United States (USPTO)	IP Office
IKE WORKFLOW ENGINE	IKE DESIGN STUDIO	FOCUS DESIGN STUDIO	FOCUS	Matter Title
/ Ike Workflow Engine	Ike Design Studio	FOCUS DESIGN STUDIO	FOCUS	Image
97566962	97566901	97566975	97566994	Application Number
				Registration Number
08/26/2022	08/26/2022	08/26/2022	08/26/2022	App. Date/Filing Date
				Reg. Date/Issue Date
ACCESS EFORMS, LLC	ACCESS EFORMS, LLC	ACCESS EFORMS, LLC	ACCESS EFORMS, LLC	Owners (Current)

RECORDED: 12/04/2023